

RICHARDSON BAY JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of October 2000, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITIES OF BELVEDERE, MILL VALLEY, SAUSALITO and TIBURON, municipal corporations of the State of California, hereinafter referred to as "CITIES".

WITNESSETH:

WHEREAS, COUNTY and CITIES have jointly prepared and adopted the Richardson Bay Special Area Plan (with minor modifications as it applies to Sausalito) which sets forth policies and recommendations for the waters of Richardson Bay, portions of which fall within the jurisdictions of each of the CITIES and the COUNTY; and

WHEREAS, COUNTY and CITIES believe that the mutual exercise of certain functions within the waters of Richardson Bay would be beneficial to all parties; and

WHEREAS, COUNTY and CITIES are public entities of the State of California authorized under California law to provide police, fire and other governmental services to the inhabitants and property owners located upon and along Richardson Bay, as more particularly depicted on Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500) authorizes agreements for the provision of services to the residents and property owners upon and along the area depicted on Exhibit "A" so as to maximize cost savings and to coordinate the efforts on this valuable resource;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. There is hereby created a public agency to be known as the Richardson Bay Regional Agency as a separate legal entity formed pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code relating to the joint exercise of powers common to public agencies, and for the purposes of this Agreement Agency is a public entity separate from the parties hereto.
2. The governing body of the Agency shall be constituted of five (5) members, one to be selected by the Board of Supervisors with respect to the COUNTY representative, and one to be selected by each City Council with respect to the representative of each of the CITIES. Such member appointed shall be a member of the Board of Supervisors or City Council and shall serve at the pleasure of such governmental body. The governing body shall elect from its own members a Chairman and Vice Chairman whose terms of office shall be two years. The Chairman and Vice Chairman may not be reelected to a second consecutive term in the same office. An alternate may be appointed by each member jurisdiction and such alternate may act for the member jurisdiction in the absence of the regular member of the governing body.
3. The members shall each have one vote in all matters brought before the Agency provided, however, that on any matter affecting any member CITY or COUNTY a no vote from the member of the affected CITY or COUNTY shall prohibit the Agency from taking the proposed action within the affected jurisdiction's boundaries. The no vote provided for in the precedent sentence may be cast by a member within thirty (30) days of notice of the proposed action. In the event a no vote is not cast in such period it shall be deemed waived.

4. A majority of the members of the governing body constitute a quorum for the transaction of business. No act of the governing body shall be valid or binding unless a majority of all the members concur therein.
5. The Agency shall not have any powers over any uses, zoning or subdivisions on any area within the boundaries of its member jurisdictions.
6. The governing body shall maintain and implement those provisions of the Special Area Plan (which consists of a diagram or diagrams and text containing a description of the needs and goals of the region and statement of policies and goals for the Richardson Bay area) relative to:
  - a. Mooring, dredging and navigational channel implementation including but not limited to the establishment and enforcement of permitted anchorage zones, navigational channels and fairways plans and similar activities.
  - b. Public services and facilities which by the nature of their function, size, extent and other characteristics are necessary or appropriate for inclusion in the Special Area Plan. Such facilities and services may include, but are not limited to, water based police and fire protection, sewage pump-out facilities for vessels, enforcement of a vessel sewage no discharge area when given authority by the Environmental Protection Agency, and public docks or moorings.
7. On or before May 1 of each calendar year the Agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of that year provided, however, that the opportunity to exercise a "no" vote contained in Section 3 hereof shall be given each member prior to

May 1. The parties shall contribute to the Agency among the parties hereto as follows:

<u>Agency</u>	<u>Percentage Share</u>
County	42.5%
Sausalito	35%
Tiburon	10%
Mill Valley	5%
Belvedere	7.5%

Increases in agency revenue in keeping with the cost distribution formula may be changed by a resolution of the governing board of all member jurisdictions. (Per amendment adopted 1997 by all parties.)

8. Clean-up of pre-existing conditions in the Bay shall be the responsibility of the individual jurisdictions. This includes costs of legal action taken by the individual members. Coordination of this clean-up activity is essential to the success of this Agreement.
  
9. Following establishment and funding of the Agency, Agency shall have power to enforce such regulations to accomplish the provisions of paragraph 6 of this Agreement as it may adopt from time to time. Costs of such enforcement shall be borne by the Agency including necessary legal costs. The RBRA Harbor Administer is designated to enforce agency ordinances and regulations including the issuance of citations for infractions in violation of RBRA Ordinances which include but are not limited to the violations listed in "Exhibit C", attached hereto and by this reference incorporated herein. (Amendment adopted 1999 by all parties).

10. The Agency shall have the power to issue citations and perform other enforcement actions in the name of the Agency.
11. The Agency shall fix and collect reasonable fees for services rendered by it from persons other than its member jurisdictions.
12. The Agency shall be strictly accountable to any party for all funds paid by them to the Agency and shall be strictly accountable to all participating bodies for all receipts and disbursements.
13. The Agency is authorized to receive gifts, donations, subventions, grants or other financial aids or funds.
14. The Agency may not obligate itself beyond the monies due under this Agreement for its support from the several parties for the current fiscal year, plus any monies on hand or irrevocably pledged to its support from other sources. No obligation contracted by the Agency shall bind CITIES or COUNTY.
15. Agency shall have the power to deliver or contract with any member hereof, or any governmental entity located within the area depicted in Exhibit "A", for the provision of police protection services.
17. This Agreement shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties. This Agreement supercedes the Richardson Bay Joint Exercise of Powers Agreement dated July 16, 1985, under which the member agencies have been acting until the execution of this Agreement. The member agencies hereby ratify the prior acts of the Richardson Bay Regional Agency.

18. Agency is hereby authorized in its own name to do all acts necessary for the exercise of the powers described in Paragraphs 6, 15 and 16, including but not limited to any of the following: to make and enter into contracts; to apply for and accept grants, advances and contributions; to employ agents and employees; to sue and be sued in its own name; to incur debts, liabilities or obligations; to issue bonds, execute warrants and other evidence of indebtedness; to finance costs and expenses incidental to the projects of Agency; and, to exercise jointly the common powers of the parties set forth above. Agency shall have the power of eminent domain but not the power to levy ad valorem property taxes.
  
19. Agency shall appoint a Treasurer from among the senior management staff of any of the member parties provided that the member agency is amenable to the same. The Treasurer shall be either the Auditor/Controller or Treasurer of the COUNTY or the Treasurer or Finance Director of one of the CITIES. The Treasurer shall serve as the depository and have custody of such books, records, funds, and accounts as may be required by reasonable accounting practice, Government Code Section 6505, or by another governmental agency. (Amendment to original JPA, approved by all parties in 1992.)
  
20. Regular meetings of the governing board of the Agency shall be held at such times and places as shall be established by it by resolution. All such meetings, including regular, adjourned or special meetings, shall be called, noticed and held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 through 54960 of the Government Code of the State of California.
  
21. Agency shall have the power and authority to issue and sell revenue bonds in accordance with Article 2, Chapter 5, Division 7, Title 1, and Chapter 6,

Division 2, Title V of the Government Code, and such other relevant provisions of law as may now or hereafter be applicable.

22. For purposes of referendum and any necessary votes on taxes on Agency-wide basis, the boundaries of Agency shall be as depicted on Exhibit "A" and as described in Exhibit "B", attached hereto and by this reference incorporated herein. Under applicable law, Agency may form improvement districts. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the California Elections Code.
23. Agency shall have and exercise all powers conferred on local agencies by the provisions of law with respect to revenue bonds.

Revenues required to provide monies for bond interest and redemption of other bond funds in connection with revenue bonds issued by Agency shall be derived from user fees and service charges, which charges shall be determined by the governing board of the Agency.

24. COUNTY or a CITY may withdraw from Agency, which withdrawal shall have the effect of requiring either a renegotiation of this Agreement or dissolution of the Agency. Any member wishing to withdraw may do so only on July 1 of any such year, and shall provide the Agency with at least 180 days' notice in writing of its intent to withdraw. Upon dissolution of Agency funds and property shall be distributed as follows:
  - a. discharge of any liability shown on the books of the Agency;
  - b. any remaining assets to be divided according to the amount of contribution by COUNTY and CITIES.

The distribution of assets may be made in kind or assets may be sold and proceeds thereof distributed to COUNTY or CITIES, provided, however, that all facilities and rights assigned or transferred by COUNTY or CITIES to Agency shall be reconveyed to said COUNTY or CITY free and clear of all encumbrances and liens of any kind not in existence at the time of conveyance to Agency. Upon dissolution of Agency the responsibility of COUNTY or CITIES to contribute to the discharge of enforceable liabilities incurred by Agency shall be limited to the portion that the contribution made by the COUNTY or CITIES bears to the total contributions made to agency from the effective date of this Agreement to the date of dissolution.

25. In the event that liability is imposed upon the Agency by a court of competent jurisdiction by reason of the negligent or willful act or omission of it, its officers or employees, in the performance of this Agreement the money judgement shall be paid in the ratio set forth in Section 7 hereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

List of Exhibits:

Exhibit A - "Key to Plan Maps"

Exhibit B - Legal Description of Richardson Bay Boundaries

Exhibit C - "RBRA Bail Schedule"

DATE: OCT - 3 2000

COUNTY OF MARIN



BY

Steve Kinsey  
President, Board of Supervisors

CITY OF SAUSALITO

DATE: 11-1-2000

BY



CITY OF BELVEDERE

DATE: 10/5/00 BY Earl H. Anderson

TOWN OF TIBURON

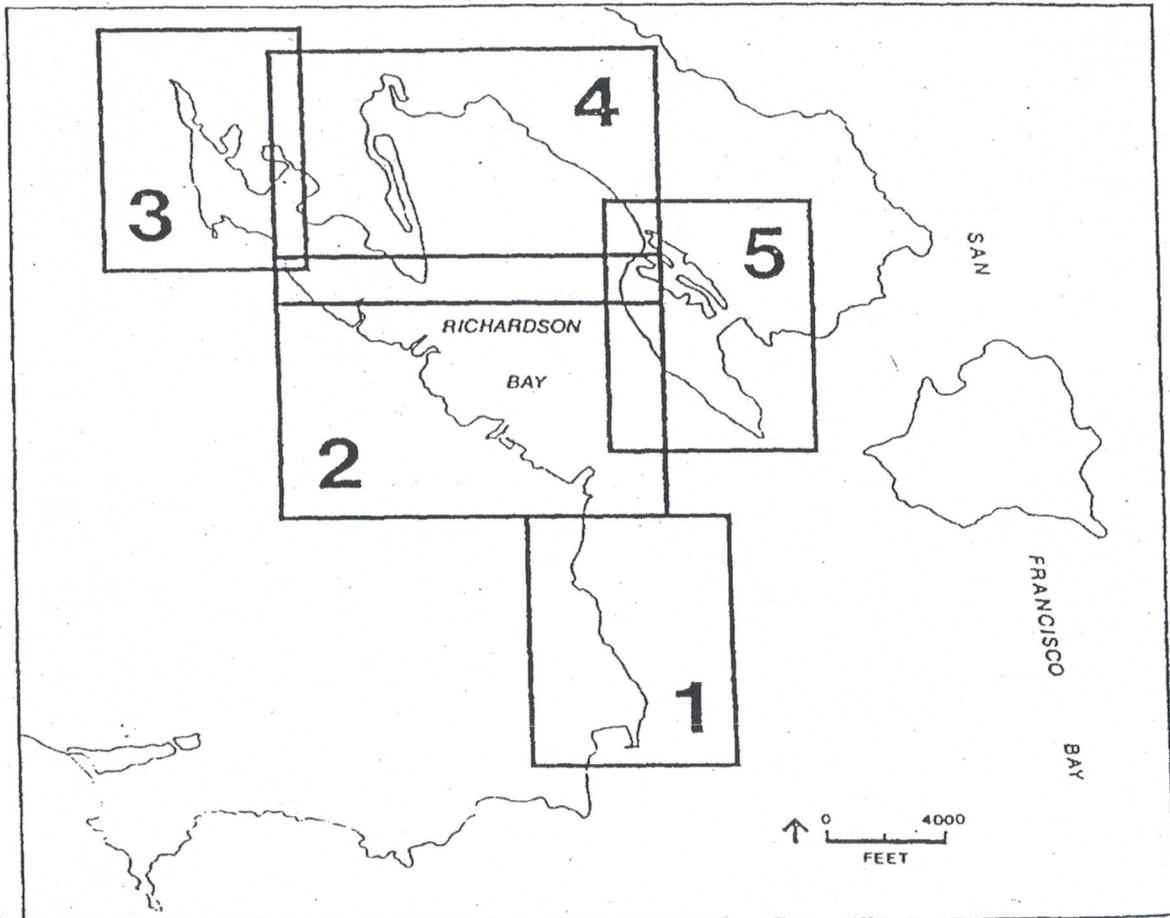
DATE: Oct 17, 2000 BY Thomas B. D.

CITY OF MILL VALLEY

DATE: Oct. 11, 2000 BY Bob Hunt

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EXHIBIT A



Key to Plan Maps 1-5

EXHIBIT "B"

The boundaries of the Richardson Bay Special Area Plan are beginning at the point of intersection of the Marin/San Francisco County line and the Sausalito Shoreline at Cavallo Point, thence along a line connecting said point with the end of East Road, then along the shore side of East Road to its junction with Alexander, thence along the shore side of Alexander to its intersection with 2nd Street, along the shore side of 2nd St., to its intersection with Bridgeway, thence along the shore side of Bridgeway to its intersection with US 101, thence along U.S. 101 to its intersection with State Route 1, along the shoreside of State Route 1 (Almonte Blvd, to Miller Ave., along the shore side of Miller Ave., to its intersection with Camino Alto, thence along the shore side of Camino Alto to its intersection with East Blithedale, thence along its shoreside to its intersection with Roque Moraes Dr., along its shore side Hamilton Drive, thence along its shore side to its terminus, thence along a line 100 feet inland from the shoreline of Richardson Bay near the Goodman Marsh, thence along the westerly side of U.S. 101 to Seminary Drive, thence crossing U.S. 101 and following the shore side of Seminary Drive to Great Circle Drive, thence along the shore side of Great Circle Drive to Strawberry Drive, thence along Strawberry Drive to its intersection with Tiburon Blvd; thence along Tiburon Blvd. to San Rafael Ave, thence along San Rafael Ave. to West Shore Road, thence along Belvedere Ave. to its intersection with Beach Road, thence along the shore side of Beach Road to its intersection with Bellevue Ave. thence along the shore side of Bellevue Ave. to its intersection with Main Street, thence along Main Street to its intersection with Paradise Drive, thence along the shoreside of Paradise Drive to Point Tiburon; and including all water areas encompassed therein, and thence along the Tiburon Town limit line to the Marin/San Francisco County line and back to the point of beginning.

RICHARDSON BAY MARINE AGENCY  
 BAIL SCHEDULE

EXHIBIT C

Violation	Type	Code Section	Total Bail
<b>Vessel Mooring &amp; Anchoring</b>			
Anchoring in a non-designated area	I	3.04.010(a)	\$20 + PC
Anchoring for more than 72 hours without a permit	I	3.04.010 (b)	\$50 + PC
Maintaining a private mooring without a permit	I	3.04.010(c)(1)	\$50 + PC
Installing a private mooring without a permit	I	3.04.010(c)(2)	\$50 + PC
Using a private mooring without owner's permission	I	3.04.010(c)(3)	\$50 + PC
Failure to obtain a permit for transfer of mooring	I	3.04.010(c)(5)	\$50 + PC
Living aboard a houseboat or vessel	I	3.04.020	\$100 + PC
Beaching a vessel	I	3.04.040	\$50 + PC
<b>Vessel Speed &amp; Safety</b>			
Exceeding the 5 MPH speed limit west of Richardson Bay Bridge	I	4.04.010(a)	\$50
Operating a vessel in a reckless, negligent or dangerous manner	I	4.04.010(a)	\$100
Exceeding the 5 MPH speed limit within 200' of a swimmer, boater, sailboard or rowboat	I	4.04.010(b)(1)	\$100
Exceeding the 5 MPH speed limit within 200' of a beach or lifeline	I	4.04.010(b)(2)(a)	\$100
Exceeding the 5 MPH speed limit within 200' of a swimming float, diving platform or lifeline	I	4.04.010(b)(2)(b)	\$100
Exceeding the 5 MPH speed limit within 200' of a dock, way, or landing float to which vessels are made fast or used for embarking or discharging passengers	I	4.04.010(b)(2)(c)	\$100
Exceeding the 5 MPH speed limit within 200' of any home	I	4.04.010(b)(3)	\$100
Operating personal watercraft between the hours of sunset and 10 AM	I	4.04.010(c)	\$50
Entering Richardson Bay Wildlife Sanctuary between October 1 & March 31	I	4.04.010(d)	\$50
Exceeding the 5 MPH speed limit in the Strawberry Recreation Channel	I	4.04.010(e)	\$50
<b>Environmental Protection</b>			
Discharging of refuse	I	5.04.010	\$100 + PC
<b>Nuisance Code/Impound</b>			
Maintenance of a public nuisance (list of nuisance conditions is attached - bail is for each day the violation continues to exist)	I	6.04.030	\$100 + PC
Interference with work	I	6.04.090(f)	\$100
Moving, removing or tampering with an impound buoy or anchor	M	4.05.010(c)	\$500

Resolution 95-6, 6/21/95

I = Infraction M = Misdemeanor PC = Proof of Correction